

From: Jack Beglinger
To: Microsoft ATR
Date: 1/26/02 9:41am
Subject: Microsoft Settlement

Dear Sirs,

The current settlement plan between Microsoft and the US Department of Justice, fails to stop the "Monopoly Tending" of Microsoft. In actually, it helps strengthen Microsoft's Monopoly to the point of helping Microsoft try to destroy the only competitor to they reign of power -- LINUX.

The agreement's greatest flaw is the definition of a class of companies that Microsoft "needs" to talk to ISVs and OEMs and the like.

I am and have been both types of "companies". I build my own machines - like a DELL or Gateway. I write code and create Integrated Systems akin to a Symantec or a CSA. But I am also a single person, to small for Microsoft to talk to, to small to afford the cost to go their meetings about their technology. I have for years be forced to buy Operating Systems at full retail prices, though I build me own machines. I was blocked for years of getting Windows 95 OSR2 -- an OEM only version of the OS containing the newest hardware interfaces.

By allowing this agreement to contain clauses that "anoint" companies that Microsoft must "talk" to you have caused Microsoft greater monopoly power by being the "glue" in a cartel of large companies all protecting they own pocketbooks.

A case in point is IBM. Microsoft was at one time offering PowerPC Windows NT System. PowerPC is used in IBM's Midrange Machines and Apples Macintosh. Microsoft pulled the support of that processor. Which give Intel more years to keep pricing inflated on its processors - both the x86 line and the Alpha that Intel was building for DEC. Compaq Computers now own DEC. Instance Microsoft strengthen two of its best business partners and itself while trying to hurt IBM.

With NDA and limited information that Microsoft is required to release. LINUX will be hurt by not having access to information for compatibility. LINUX is a competing operating system that Microsoft can not buy or sue into non-existence. Companies, like RedHat, make money is selling services or easy to install copies of the OS, without having to pay a licensing fee. But LINUX licensee places a burden on a developer that code made available via under it licensee is free of other licensing restricting and the full source is available at no extra charge. In this way the next developer can improve the code and again pass it on. Allows for thousands of people to give a little of themselves for the greater good.

Signing a NDA or paying for trips to meetings, places a unfair burden in small "guys" like myself to

compete, or share what I have learned. Even to share code, since licensing restrictions may get in the way. Instances,
I am "un-clean" to work on open source projects. I may use some else IP by accident.

In the end, the agreement should be blocked and better settlement be reached. IF the agreement is kept, then change it so the following happens:

1) All API's are published, documented, and examples made available 6 months prior to first general release containing the API's. Release of API's is made by any method of Microsoft's choice as long it is also placed on microsoft.com website, easily found (example: Search: "API WinXP") and limited to HTML version 3 display standards. Further not having to register with or agree to a NDA with Microsoft or any other company to gain access to this information.

Further to state... an API is not Intellectual Property, but ways to "talk" to a program that is.

2) A Beta version is released and in the hands of all whom asks for it, no later than 3 months prior the general release or an product. Any changes to that Beta must in the hands of all who received the original shipping, to later than 2 weeks after the change were made or 2 weeks prior to general release, which ever is earlier. An exception is a emergency release because a virus exploit.

3) Remove any clause that defines who Microsoft has to talk to. Instead place "Any person who wishes know".

Change 1, insures that if I wish to create a product that interacts with a Microsoft product, that I have full and complete information. AND will not be blocked or restricted by Microsoft. Change 2, Allows me to make compatibility tests and modification to my code prior to Microsoft releasing their product. This way my customers are protected from changes that may break code they are running. Change 3, Allows anyone who wishes to go a technology meeting will be allowed IT IS NOT LONGER A "PRIVATE CLUB".

If in way I can help, please let me know.

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